



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: WM-5

October 7, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors

**ACCEPT THE WATERSHED CONSERVATION AUTHORITY GRANT FOR THE
LOS ANGELES RIVER SIGN IMPLEMENTATION PROJECT – PHASE I
ATLANTIC BOULEVARD TO THE MOUTH OF THE RIVER
SUPERVISORIAL DISTRICTS 1, 2, AND 4
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

- 1 Find that the project to fabricate and install signage in accordance with the Los Angeles River Master Plan Sign Guidelines, is exempt from the California Environmental Quality Act.
- 2 Accept a grant in the amount of \$56,000 from the Watershed Conservation Authority to fund the fabrication, installation, and maintenance of regulatory, mile marker, and destination signs along the Los Angeles River, Atlantic Boulevard to the mouth of the River, as a part of the Los Angeles River Sign Implementation Project – Phase I.
- 3 Authorize the Chief Engineer of the Flood Control District, or his designee, to conduct business with the Watershed Conservation Authority on any and all matters related to this grant, including executing a grant agreement substantially similar to the agreement presented in the enclosure, and to sign

any amendments and requests for reimbursement for and on behalf of the District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 16, 2004, Public Works adopted Sign Guidelines as an amendment to the Los Angeles River Master Plan. The Master Plan had identified the need for a signage program to facilitate connections between communities and recreational facilities along the River. The Sign Guidelines fulfilled the Master Plan recommendation by providing design specifications for various types of signs including regulatory, destination, and bikeway distance markers.

Regulatory signs are used to alert park and trail users to the rules and regulations within river parks, on bikeways, and on shared trails. Under the California Public Resources Code, rules must be posted in order to be enforced by patrolling park rangers and police officers.

Destination signs and bikeway distance markers will be used along the bikeway to demarcate the distance between the headwaters and the outfall into the ocean, the distance to destinations along the bikeway, and the location of city boundaries along the bikeway.

This grant will be used to fund the fabrication, installation, and maintenance of regulatory, mile marker, and destination signs along the Los Angeles River from Atlantic Boulevard, in the City of Vernon, to the mouth of the River, in the City of Long Beach, as a part of the Los Angeles River Sign Implementation Project – Phase I.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Organizational Effectiveness because it provides collaborative information related to public safety and County infrastructure. This action also meets the Strategic Plan Goal of Service Excellence because it promotes widespread awareness of the River and its beneficial uses for improving the quality of life in the County.

FISCAL IMPACT/FINANCING

The total project cost is \$56,000 and it will be reimbursed by a grant from the Watershed Conservation Authority. Funds are available in the Flood Control District's Fiscal Year 2004-05 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Delegated authority to the Chief Engineer of the District, or his designee, to act as an agent for the District when conducting business with the Watershed Conservation Authority on items related to this grant, will streamline the project delivery process. Your action will allow the grant agreement to be executed by the Chief Engineer, or his designee, in his role as an agent for the District.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. The project to fabricate and install signage, in accordance with the Los Angeles River Master Plan Sign Guidelines, is Categorically Exempt pursuant to Class 11 (Section 15311) of the California Environmental Quality Act. This finding is consistent with the programmatic Negative Declaration/Environmental Assessment that your Board approved on June 13, 1996, Synopsis 16, which determined that the Master Plan, including signage installation, would not create a significant impact on the environment.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services

The Honorable Board of Supervisors
October 7, 2004
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CONCLUSION

Upon approval, please return three approved copies of this letter to Public Works.

Respectfully submitted,



for DONALD L. WOLFE
Interim Director of Public Works

HS:sv/dbm

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Enc.

cc: Chief Administrative Office
County Counsel

GRANT AGREEMENT
Watershed Conservation Authority (WCA)

GRANTEE	Los Angeles County Flood Control District		
	Los Angeles River Sign Implementation Phase I		
PERFORMANCE PERIOD	April 21, 2004	through	April 20, 2006

Under the terms and conditions of this Contract, the Grantee agrees to complete the Project as described in the project description, and the Watershed Conservation Authority, through its' Executive Officer agrees to fund the Project up to the Grant Amount.

PROJECT DESCRIPTION

See project description on the first page of the Grant Agreement.

Project is to be carried out in conformance with the approved Work Plan and all Contract provisions as stated herein.

TOTAL GRANT AMOUNT NOT TO EXCEED	\$56,000.00
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GRANTEE	GRANTOR
GRANTEE'S NAME: Los Angeles County Flood Control District	AGENCY NAME: Watershed Conservation Authority
ADDRESS: 900 South Fremont Avenue Alhambra, CA 91803	ADDRESS: 900 South Fremont Avenue, Annex, 2 nd Floor Alhambra, CA 91802
BY (AUTHORIZED SIGNATURE): ✍	BY (AUTHORIZED SIGNATURE): ✍
PRINTED NAME AND TITLE OF PERSON SIGNING:	PRINTED NAME AND TITLE OF PERSON SIGNING: Belinda V. Faustinos, Executive Officer
DATE SIGNED:	DATE SIGNED:

FUNDING INFORMATION (FOR WCA USE ONLY)		
AMOUNT OF GRANT \$56,000.00	GRANT AGREEMENT NUMBER : WCA032008	
ADJ. INCREASING ENCUMBERANCE \$	BOARD APPROVAL DATE: 04/19/04	
ADJ. DECREASING ENCUMBERANCE \$	FUND: Prop 40	FISCAL YEAR: 03/04
TOTAL GRANT AMOUNT \$56,000.00	PROJECT MANAGER: Enrique Arroyo	

GRANT AGREEMENT
Watershed Conservation Authority (WCA)

PROJECT DESCRIPTION

This project is for the fabrication and installation of regulatory, mile marker, and destination signs along the Lower Los Angeles River.

TERMS AND CONDITIONS OF GRANT

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of products and reports as specified in this Contract. The Grantee's Project Representative shall promptly notify the Watershed Conservation Authority (WCA) of events or proposed changes that could affect the Work Plan under this Contract. The Grantee shall comply with all applicable provisions pursuant to the Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Bond Act of 2002 (Prop 40), which is the source of the WCA Grant.

SPECIAL PROVISIONS

- 1 The Grantee agrees to implement the project scope consistent with the Work Plan which includes the attached Exhibit A – Tasklist & Timeline, Exhibit B – Budget, Exhibit C - Monitoring and Assessment Plan.
- 2 If the Project includes acquisition of real property:
 - a. In conformance with Prop 40 funding requirements, the Grantee shall deposit the Grant Amount in escrow and submit an appraisal for review and approval by the Department of General Services.
 - b. A Memorandum of Unrecorded Grant Agreement, attached as Exhibit D, must be recorded by the Grantee to provide notice of this agreement between the Grantee and the WCA.
3. If the Project includes development, landscaping and/or planting:
 - a. The Grantee shall include a representative of the WCA on the selection panel for contracted services.
 - b. The Grantee shall submit a Project Development Plan, attached as Exhibit E, to the WCA for approval prior to the solicitation of a subcontractor or awarding of a bid for services.
4. Grantee agrees to certify that the Project is in compliance with all applicable state and local laws and ordinances effecting relocation, real property acquisition, and development.
5. Grantee agrees to consult with, and be consistent with, local or regional planning criteria approved by agencies within the project jurisdiction, such as master plans or watershed management plans unless such plans are inconsistent with the

approved Work Plan.

6. Grantee agrees to include active stakeholder participation in the planning and monitoring and assessment process.
7. Rights in Data: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Contract are subject to the rights of the WCA as set forth in this section. The WCA shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Grantee, the WCA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. (40 CFR 31.34, 31.36)
8. Disclosure: The Grantee agrees to disclose all funding sources for the Project prior to and after contract approval. If the WCA should become aware through any means that the Grantee has not disclosed all funding sources for the Project, the Contract will be referred for a project audit.

GENERAL PROVISIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties. Contractor may not commence performance until such approval has been obtained.
2. PAYMENTS: All payment requests must be accompanied by an itemized list of all charges documenting check numbers, amounts, dates, recipients, purpose of expenditures, and clearly identify charges consistent with the scope of work. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate or inaccurate, the WCA will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor because of delays in payment will be paid by the Grantee and is not reimbursable under this Contract. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
3. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
4. ASSIGNMENT: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the WCA in the form of a formal written amendment.

5. **AUDIT:** The Grantee agrees that the WCA, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment and retain of all records for at least one year following a final audit, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the WCA to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** The Grantee agrees to indemnify, defend and save harmless the WCA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.
7. **DISPUTES:** The Grantee shall continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE:** This grant may be terminated by either party upon thirty (30) days written notice to the other party, except that the termination of the Prime Grant concurrently terminates this grant with the same date.
9. **INDEPENDENT CONTRACTOR:** The Grantee, and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the WCA.
10. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES, attached as Exhibit R, are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
11. **TIMELINESS:** Time is of the essence in this Agreement.
12. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

LOS ANGELES RIVER SIGN IMPLEMENTATION PHASE 1

WORK PLAN

Public Works proposes to fabricate, install, and maintain regulatory, mile marker, and destination signs (Figure A) along the Los Angeles River.

PROJECT BACKGROUND

On March 16, 2004, the County of Los Angeles Department of Public Works adopted Sign Guidelines as an amendment to the Los Angeles River Master Plan. The Master Plan had identified the need for a signage program to facilitate connections between communities and recreational facilities along the River. The Sign Guidelines fulfilled the Master Plan recommendation by providing design specifications for various types of signs including informational, warning, regulatory, and directional signs. The specifications include a heron logo and river background to provide unique and consistent awareness of the River system.

Public Works will oversee the implementation of signs along the Los Angeles River and other Flood Control rights of way.

PROJECT DESCRIPTION: Sign Implementation Phase 1

The Sign Implementation Phase 1 project involves the fabrication, installation, and maintenance of regulatory, mile marker, and destination signs along the Los Angeles River.

Signs will be placed as follows:

Sign Type	Location*
Regulatory Sign (Threat of Rain)	At all access gates located on the Los Angeles River bike path entry points between Atlantic Boulevard, in the City of Vernon, and the mouth of the River, in the City of Long Beach.
Bikeway Distance Marker	At every half mile beginning at the mouth of the River in the City of Long Beach and ending in the City of Vernon.
Destination	At all Los Angeles River bike path entry points between Atlantic Boulevard, in the City of Vernon, and the mouth of the River, in the City of Long Beach.

*See Figure B